cost price is taken as a criterion by which to determine the purchase price, it is generally agreed that a false statement concerning it is a false statement of fact. *Pendergast* v. *Reed,* 29 Md. 398, 96 Am. Dec. 539. See *Strickland* v. *Graybill,* 97 Va. 602, 34 S. E. 475; *Ettar Realty Co.* v. *Cohen,* 163 App. Div. 409, 148 N. Y. Supp. 625. And the better opinion is that false representations as to the cost price are also false statements of fact entitling the party deceived to rescind the contract. *Kemp* v. *Ranger* (Minn.), 155 N. W. 1059. See *Fairchild* v. *McMahon,* 139 N. Y. 290, 34 N. E. 779, 36 Am. St. Rep. 701. It seems that misstatements as to the market price of articles should be considered statements of fact as well as statements of the original cost of an article. *Stoll* v. *Wellborn* (N. J. Eq.), 56 Atl. 894. Thus, it has been held that one defrauded by false statements as to the condition of a stock of goods and their wholesale price could rescind the contract. *Strand* v. *Griffith,* 38 C. C. A. 444, 97 Fed. 854.

Some courts hold that if the means of ascertaining the falsity of the statements are at hand the party to whom they are made will not be heard to say that he was deceived by them. *Anderson, etc., Works* v. *Myers,* 15 Ind. App. 385, 44 N. E. 193. But this view would seem to put a premium on fraud and to be based on the presumption that statements are usually fraudulent. *Martin* v. *Hutton,* 90 Neb. 34, 132 N. W. 727, 36 L. R. A. (N. S.) 602; *Westerman* v. *Corder,* 86 Kan. 239, 119 Pac. 868, 39 L. R. A. (N. S.) 500. One cannot take advantage of the fact that another has relied too confidently on the truth of his statements. *Stevens* v. *Reilly* (Okl.), 156 Pac. 157. And this is true, even though the defrauded party was somewhat negligent in not investigating the truth of the statements. *Chisum* v. *Huggins* (Okl.), 154 Pac. 1146. But of course, the false representations must have been relied on by the party claiming to have been deceived and must have induced him to act. *Harvey* v. *Squire,* 217 Mass. 411, 105 N. E. 355.

GARNISHMENT—PROPERTY SUBJECT TO—JUDGMENTS.—Garnishment proceedings were instituted in a state court against the creditor of a judgment debtor who owned a judgment obtained in another court of the same state. *Held,* the judgment may be garnished. *Harwick* v. *Harris* (N. Mex.), 163 Pac. 253.

It is firmly established by the decisions that a debt which has been reduced to judgment in one state is not subject to garnishment in another state; as a court in the state where garnishment is applied for is powerless to protect the judgment debtor against being compelled to pay the judgment a second time in the state wherein it was rendered. *Elson* v. *Chicago, etc., Ry. Co.,* 154 Iowa 96, 134 N. W. 547, Ann. Cas. 1914A, 955; *Shinn* v. *Zimmerman,* 23 N. J. L. 150, 55 Am. Dec. 260. This is also the rule as between federal and state courts. *American Bank* v. *Snow,* 9 R. I. 11, 98 Am. Dec. 364. Other courts reach the same conclusion on the ground that a judgment has no situs outside of the state in which it was rendered. *Boyle* v. *Musser-Sauntry, etc., Co.,* 88 Minn. 456, 93 N. W. 520, 97 Am. St. Rep. 538; *Renier* v. *Hurlbut,* 81 Wis. 24, 50 N. W. 783, 29 Am. St. Rep. 850, 14 L. R. A. 562.

The question squarely presented in the principal case, as to whether

the garnishment proceeding must be instituted not only in the same state but in the same court in which the judgment was recovered, has given rise to dire conflict among the authorities. Some of the older cases hold that no judgment debtor is subject to garnishment. *Trowbridge* v. *Means*, 5 Ark. 135, 39 Am. Dec. 368; *Norton* v. *Winter*, 1 Or. 47, 62 Am. Dec. 297. However, it is held in most jurisdictions that since such judgment is a debt owing to the judgment creditor, it may be reached by garnishment proceedings in the state in which the judgment is rendered. *Luton* v. *Hoehn*, 72 Ill. 81; *Skipper* v. *Foster*, 29 Ala. 330, 65 Am. Dec. 405; *Woodward* v. *Carson*, 86 Pa. St. 176. Probably the majority of the courts hold that, though the judgment may be reached, yet such proceedings must be instituted in the same court in which the judgment was recovered; for one court cannot interfere with the judicial administration of another of equal or superior jurisdiction. *Thomas* v. *Wooldridge*, 2 Woods. 667, Fed. Cas. 13918; *Shinn* v. *Zimmerman, supra; American Bank* v. *Snow, supra; Renier* v. *Hurlbut, supra; Hamill* v. *Peck*, 11 Col. App. 1, 52 Pac. 216.

A few courts, however, sustain the doctrine that garnishment proceedings may be maintained in one state court against a judgment debtor whose judgment was recovered in another court of the same state. *Luton* v. *Hoehn, supra.* See also, *Jones* v. *St. Ouge*, 67 Wis. 520, 30 N. W. 927. It has been suggested that to allow such proceedings in a different court would not control the action of the court in which the judgment was rendered; because as soon as judgment is recovered the court loses control over the proceedings and its execution goes into the hands of the sheriff, and therefore garnishment would only affect the execution plaintiff and not the court. And it seems that the judgment debtor may protect himself against paying the debt twice by writ of *audita querela* or by a suit in equity. *Gager* v. *Watson*, 11 Conn. 168.

INSURANCE—ACCIDENT INSURANCE—EXTENT OF LIABILITY.—The plaintiff, a cotton planter whose duty it was to superintend a plantation, took out an accident insurance policy with the defendant company which entitled him to a certain amount weekly if he was totally disabled, and half that amount if he was partially disabled, by accident. The plaintiff fell and fractured his right hip, with the result he was no longer able to superintend the plantation; but he occasionally drove to a plantation owned by his daughter and gave a few directions to the foreman. He sued to recover the amount he was entitled to if totally disabled. *Held*, the plaintiff can recover. *Metropolitan Casualty Ins. Co.* v. *Cato* (Miss.), 74 South. 114. For principles involved, see 1 VA. LAW REV. 330.

INSURANCE—HEALTH INSURANCE—CONFINEMENT WITHIN THE HOUSE.—A clause in a health insurance policy provided for indemnity during such period as the insured might be necessarily and continuously confined within the house. The insured became ill; but, without orders from his physician, visited his store almost daily, though lying down most of the time while there. Recovery was sought because of such